BILL NO. S-89-10-01

SPECIAL ORDINANCE NO. S-160-89

AN ORDINANCE approving the awarding of Reference #1387 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **MARTIN ENTERPRISES, INC.; RICHARD NESS EXCAVATING & TRUCKING, INC.; RON LUNZ, INC.; AND SHIRK CONSTRUCTION** for the Neighborhood Enforcement Code Division.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1387 between the City of Fort Wayne, by and through its Department of Purchasing and **MARTIN ENTERPRISES, INC.; RICHARD NESS EXCAVATING & TRUCKING, INC.; RON LUNZ, INC.; AND SHIRK CONSTRUCTION** for the Neighborhood Enforcement Code Division, respectfully for:

> **the demolition of unsafe housing within the City limits through the Neighborhood Enforcement Code Division;**

involving a total cost of Thirty-Six Thousand Four Hundred Twenty-Six and no/100+/- ($36,426.00) - (RON LUNZ- $9,525.00; NESS EXC. - $8,471.00; MARTIN - $13,950.00; SHIRK - $4,480.00), all as more particularly set forth in said Reference #1387 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

REF. NO.:	1387
DEPT.:	N E C D
DATE:	9/26/89
ITEM/SERV.:	DEMOLITIONS

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	8/28/89 & 9/4/89
OPENING DATE:	9/21/89
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	15
NO. OF VENDORS RECEIVING BID:	5
NO. OF VENDORS RETURNING BID:	5
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	10
DATE SENT TO DEPT FOR RECOMM.:	9/22/89
DATE RECOMMENDATION REC'D IN PURCH:	9/25/89
COUNCIL INFORMATION	DATES SENT ADD'L INCREASE
DATE INFO SENT TO LAW DEPT.:	9/26/89
INTRODUCTION DATE:	10/10/89
DISCUSSION DATE:	10/17/89
PASSAGE DATE:	10/24/89
ORDINANCE NO.:	

AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 1387
N E C D
DEMOLITIONS/LOT RESTORATIONS

	MARTINS		RICHARD NESS		RON LUNZ		SHIRK		STREBIG	
ADDRESS	DEMO	LOT	DEMO	LOT	DEMO	LOT	DEMO	LOT	DEMO	LOT
2018 S. BARR	$4,000.00	$250.00	$600.00	$100.00	$2,250.00	$200.00	N/B	N/B	$4,150.00	$650.0
3030 BOWSER	$2,950.00	$250.00	$2,720.00	$250.00	$3,200.00	$250.00	N/B	N/B	$4,292.00	$730.0
442 BUCHANAN	$2,450.00	$250.00	$2,040.00	$250.00	$1,750.00	$250.00	N/B	N/B	$4,495.00	$700.0
725 W. CREIGHTON	$2,900.00	$250.00	$3,394.00	$250.00	$2,450.00	$250.00	$1,795.00	$500.00	$4,607.00	$800.0
2614 FOX	$750.00	$250.00	$680.00	$100.00	$490.00	$75.00	$495.00	N/A	$670.00	$500.0
2336 GAY	$2,550.00	$250.00	$2,465.00	$250.00	$2,200.00	$250.00	N/B	N/B	$4,124.00	$650.0
2910 GAY	$3,450.00	$250.00	$4,155.00	$250.00	$3,495.00	$250.00	N/B	N/B	$3,794.00	$800.0
1158 HARMAR	$4,850.00	$250.00	$6,240.00	$250.00	$5,500.00	$250.00	N/B	N/B	$5,420.00	$800.0
2320 JOHN	$2,900.00	$250.00	$2,261.00	$250.00	$2,200.00	$250.00	N/B	N/B	$4,099.00	$650.0
2623 LILLIE	$2,875.00	$250.00	$2,520.00	$250.00	$2,375.00	$250.00	N/B	N/B	$2,260.00	$550.0
427 MADISON	$4,250.00	$200.00	$2,941.00	$250.00	$3,400.00	$250.00	N/B	N/B	$5,217.00	$750.0
312 E. MASTERSON	$3,650.00	$300.00	$2,600.00	$250.00	$2,825.00	$250.00	N/B	N/B	$4,028.00	$750.0
349 MELITA	$2,800.00	$250.00	$1,528.00	$250.00	N/B	N/B	$1,895.00	$500.00	$2,158.00	$550.0
1415 STOPHLET	$2,250.00	$250.00	$1,245.00	$100.00	N/B	N/B	$995.00	N/A	$1,473.00	$575.0
2815 TAYLOR	$2,750.00	$250.00	$1,360.00	$250.00	$1,450.00	$250.00	$1,895.00	$500.00	$2,830.00	$600.0
1025-27 E. WAYNE	$4,900.00	$250.00	$5,990.00	$250.00	$5,400.00	$250.00	N/B	N/B	$5,816.00	$800.0
1332 E. WAYNE	$975.00	$250.00	$600.00	$100.00	$600.00	$100.00	$695.00	N/A	$864.00	$475.0
TOTALS:	$51,250.00	$4,250.00	$43,339.00	$3,650.00	$39,585.00	$3,375.00	$7,770.00	$1,500.00	$60,297.00	$11,330.0

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-21-89 BID REFERENCE # 1387

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION AND LOT RESTORATION OF TWENTY-ONE (21) +/- STRUCTURES THROUGHOUT THE CITY OF FORT WAYNE

AND REQUESTED BY SAFE HOUSING & BUILDING STANDARDS

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Martin Enterprises Inc.

STREET ADDRESS 4315 Meyer Road

CITY Fort Wayne, IN PHONE # 447-5591

BY Tom Martin
REPRESENTATIVE SIGNATURE

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 15 days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

BID REFERENCE #1387
DEMOLITION & LOT RESTORATION / SAFE HOUSEING

	LOCATION	DEMOLITION	LOT RESTORATION
1.	1236 S. ANTHONY - HOUSE	$ ---	$ ---
2.	2018 S BARR - HOUSE & GARAGE	$ 4,000.00	$ 250.00
3.	3024 BOWSER - GARAGE	$ ---	$ ---
4.	3030 BOWSER - HOUSE	$ 2,950.00	$ 250.00
5.	442 BUCHANAN - HOUSE	$ 2,450.00	$ 250.00
6.	725 W CREIGHTON - HOUSE & GARAGE	$ 2,900.00	$ 250.00
7.	2614 FOX - GARAGE	$ 750.00	$ 250.00
8.	2336 GAY - HOUSE & GARAGE	$ 2,550.00	$ 250.00
9.	2910 GAY - HOUSE & GARAGE	$ 3,450.00	$ 250.00
10.	1158 HARMAR - HOUSE & GARAGE See Note #1	$ 4,850.00	$ 250.00
11.	2015 HOLLY - HOUSE	$ 2,250.00	$ 250.00
12.	2320 JOHN - HOUSE & GARAGE	$ 2,900.00	$ 250.00
13.	2623 LILLIE - HOUSE	$ 2,875.00	$ 250.00
14.	427 MADISON - HOUSE & GARAGE	$ 4,250.00	$ 200.00
15.	312 E MASTERSON - HOUSE & GARAGE	$ 3,650.00	$ 300.00
16.	349 MELITA - HOUSE	$ 2,800.00	$ 250.00
17.	1415 STOPHLET - GARAGE & DEBRIS Note #2	$ 2,250.00	$ 250.00
18.	2815 TAYLOR - HOUSE	$ 2,750.00	$ 250.00
19.	1025-27 EAST WAYNE - HOUSE	$ 4,900.00	$ 250.00
20.	1332 EAST WAYNE - GARAGE	$ 975.00	$ 250.00
21.	212 W WILLIAMS - GARAGE	$ 950.00	$ 250.00
	TOTALS	$ 54,450.00	$ 4,750.00

NOTE: #1 Removal of asbestos bearing material is [redacted] included in this bid. Any material encountered which contains asbestos will be removed [redacted]

#2 Price does not include removal and disposal of tires.

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 9/21/89

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Martin Enterprises Inc.
   Address: P.O. Box 522
   City/State: Fort Wayne, IN 46801
4. Telephone Number: 447-5591
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to Safe Housing (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Tim Martin
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Martin Enterprises Inc
Bidder (Firm)

Tim Martin
Signature of Bidder or Agent

Subscribed and sworn to before me this 21st day of September, 1989.

My Commission Expires: 6/14/92

County of Residence: Allen

Albert J Ensley Jr
Notary Public

Albert J. Ensley, Jr.
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC.

of Fort Wayne, Indiana

, as Principal , and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto

City of Fort Wayne

as Obligee, in the full and just sum of

Five Per Cent (5%) of Maximum Bid---------- Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Demolition of Twenty One Structures

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered September 21, 1989
(Date)

MARTIN ENTERPRISES, INC. (SEAL)

BY: Tim Martin (SEAL)

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Austin

UNITED STATES FIDELITY AND GUARANTY COMPANY

Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) *By* W. Bradley Wallace
Vice-President.

(SEAL)

(Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

PRINTED IN U.S.A.

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-21-89 BID REFERENCE # 1387

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION AND LOT RESTORATION OF TWENTY-ONE (21) +/- STRUCTURES THROUGHOUT THE CITY OF FORT WAYNE AND REQUESTED BY SAFE HOUSING & BUILDING STANDARDS

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: X % IF PAID WITHIN X DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Richard Ness Excav. & Trkg. Co., Inc.

STREET ADDRESS #1 Hitzfield St.

CITY Huntington, IN 46750 PHONE # 672-3336

BY Richard Ness President
REPRESENTATIVE SIGNATURE Richard Ness
President

BID REFERENCE #1387
DEMOLITION & LOT RESTORATION / SAFE HOUSEING

	LOCATION	DEMOLITION	LOT RESTORATION
1.	1236 S. ANTHONY - HOUSE	$ - - - - - - Gone	$ - - - - -
2.	2018 S BARR - HOUSE & GARAGE	$ 600.00	$ 100.00
3.	3024 BOWSER - GARAGE	$ 200.00 Slab only	$ 100.00
4.	3030 BOWSER - HOUSE	$ 2,720.00	$ 250.00
5.	442 BUCHANAN - HOUSE	$ 2,040.00	$ 250.00
6.	725 W CREIGHTON - HOUSE & GARAGE	$ 3,394.00	$ 250.00
7.	2614 FOX - GARAGE	$ 680.00	$ 100.00
8.	2336 GAY - HOUSE & GARAGE	$ 2,465.00	$ 250.00
9.	2910 GAY - HOUSE & GARAGE	$ 4,155.00	$ 250.00
10.	1158 HARMAR - HOUSE & GARAGE	Asbestos Siding $ 6,240.00	$ 250.00
11.	2015 HOLLY - HOUSE	$ 1,560.00	$ 250.00
12.	2320 JOHN - HOUSE & GARAGE	$ 2,261.00	$ 250.00
13.	2623 LILLIE - HOUSE	$ 2,520.00	$ 250.00
14.	427 MADISON - HOUSE & GARAGE	$ 2,941.00	$ 250.00
15.	312 E MASTERSON - HOUSE & GARAGE	$ 2,600.00	$ 250.00
16.	349 MELITA - HOUSE	$ 1,528.00	$ 250.00
17.	1415 STOPHLET - GARAGE & DEBRIS	$ 1,245.00	$ 100.00
18.	2815 TAYLOR - HOUSE	$ 1,360.00	$ 250.00
19.	1025-27 EAST WAYNE - HOUSE	$ 5,990.00	$ 250.00
20.	1332 EAST WAYNE - GARAGE	$ 600.00	$ 100.00
21.	212 W WILLIAMS - GARAGE	$ 600.00	$ 100.00
	TOTALS	$ 45,699.00	$ 4,100.00

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: Sep. 21,1989

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Richard Ness Excav. & Trkg. Co.,Inc.
   Address: #1 Hitzfield St.
   City/State: Huntington,IN 46750
4. Telephone Number: 672-3336
5. Agent of Bidder (If applicable): X

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Richard Ness
Signature of Bidder or Agent
Richard Ness
President

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

(See Page #11 for each item)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Huntington COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Richard Ness Excav. & Trkg. Co.,Inc.
Bidder (Firm)
Richard Ness
Signature of Bidder or Agent
Richard Ness, President

Subscribed and sworn to before me this 21th day of Sep., 19 89.

My Commission Expires: Dec. 5, 1990

County of Residence: Huntington

Keith L. Steele
Notary Public

Keith L. Steele
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Transamerica Insurance Services

Transamerica Insurance Company
A Stock Company / Home Office: Los Angeles, California

Bid Bond

Approved by The American Institute of Architects
A.I.A. Document No. A-310 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we RICHARD NESS EXCAVATING & TRUCKING, INC.

as Principal, hereinafter called the Principal, and TRANSAMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of California, as Surety, hereinafter called the Surety, are held firmly bound unto

City of Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of

Five Per Cent (5%) of Maximum Bid---------- Dollars ($ ---------),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Demolition of Twenty One Structures

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of September A.D. 19 89

	RICHARD NESS EXCAVATING & TRUCKING, INC. (Seal) Principal BY: Richard Ness Title
YASTE, ZENT & RYE AGENCY, INC. Carol J. Austin	Transamerica Insurance Company (Seal) Surety By: Gerald A. Dahle Attorney-in-Fact

583 (8/80)

Transamerica
Insurance Services

Transamerica Insurance Company
A Stock Company / Home Office: Los Angeles, California

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, does hereby make, constitute and appoint --- Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Diane T. Green, each individually of Fort Wayne, Indiana ---

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: --- any and all bonds or undertakings UNLIMITED in amount, in any single instance, for or on behalf of this Company in its business, and in accordance with its charter,---

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRANSAMERICA INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 21st day of July ,19 87

By J.H. Tanner, Vice President

State of California)
County of) ss

On this 21st day of July , 19 87 , before me Hazel Yamasawa, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of **TRANSAMERICA INSURANCE COMPANY** the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

OFFICIAL SEAL
HAZEL YAMASAWA
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Sept. 30, 1988

Hazel Yamasawa, Notary Public
in and for the County of Los Angeles, California

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within Ten- (10) days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-21-89 BID REFERENCE # 1387

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION AND LOT RESTORATION OF TWENTY-ONE (21) +/- STRUCTURES THROUGHOUT THE CITY OF FORT WAYNE

AND REQUESTED BY SAFE HOUSING & BUILDING STANDARDS

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Lunz Inc

STREET ADDRESS 5915 Ardmore

CITY Ft. Wayne PHONE # 747-2716

BY Ronald Lunz
REPRESENTATIVE SIGNATURE

BID REFERENCE #1387
DEMOLITION & LOT RESTORATION / SAFE HOUSEING

	LOCATION	DEMOLITION	LOT RESTORATION
1.	~~1236 S. ANTHONY - HOUSE~~	$ —	$ —
2.	2018 S BARR - HOUSE & GARAGE	$ 2250	$ 200
3.	3024 BOWSER - GARAGE	$ —	$ —
4.	3030 BOWSER - HOUSE	$ 3200	$ 250
5.	442 BUCHANAN - HOUSE	$ 1750	$ 250
6.	725 W CREIGHTON - HOUSE & GARAGE	$ 2450	$ 250
7.	2614 FOX - GARAGE	$ 490	$ 75
8.	2336 GAY - HOUSE & GARAGE	$ 2200	$ 250
9.	2910 GAY - HOUSE & GARAGE	$ 3495	$ 250
10.	1158 HARMAR - HOUSE & GARAGE	$ 5500	$ 250
11.	2015 HOLLY - HOUSE	$ 550	$ 200
12.	2320 JOHN - HOUSE & GARAGE	$ 2200	$ 250
13.	2623 LILLIE - HOUSE	$ 2375	$ 250
14.	427 MADISON - HOUSE & GARAGE	$ 3400	$ 250
15.	312 E MASTERSON - HOUSE & GARAGE	$ 2825	$ 250
16.	349 MELITA - HOUSE	$ —	$ —
17.	1415 STOPHLET - GARAGE & DEBRIS	$ —	$ —
18.	2815 TAYLOR - HOUSE	$ 1450	$ 250
19.	1025-27 EAST WAYNE - HOUSE	$ 5400	$ 250
20.	1332 EAST WAYNE - GARAGE	$ 600	$ 100
21.	212 W WILLIAMS - GARAGE	$ —	$ —
	TOTALS	$ 40,135.00	$ 3,575

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: _____

1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): _____
   Address: _____
   City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

_____
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Ron Jones Inc
Bidder (Firm)

[signature] Pres
Signature of Bidder or Agent

Subscribed and sworn to before me this 21 day of Sept, 1989.

My Commission Expires: 8-7-91

County of Residence: Allen

[signature]
Notary Public

Karen S. Perkins
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-21-89 BID REFERENCE # 1387

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION AND LOT RESTORATION OF TWENTY-ONE (21) +/- STRUCTURES THROUGHOUT THE CITY OF FORT WAYNE

AND REQUESTED BY SAFE HOUSING & BUILDING STANDARDS

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Shirk Construction

STREET ADDRESS 3714 Shady Ct.

CITY Ft Wayne Ind PHONE # 747-5080 461-7102

BY Rod Shirk
REPRESENTATIVE SIGNATURE

BID REFERENCE #1387
DEMOLITION & LOT RESTORATION / SAFE HOUSEING

	LOCATION	DEMOLITION	LOT RESTORATION
1.	1236 S. ANTHONY - HOUSE	$	$
2.	2018 S BARR - HOUSE & GARAGE	$	$
— 3.	3024 BOWSER - GARAGE	$ ~~695~~ 695	$
4.	3030 BOWSER - HOUSE	$	$
5.	442 BUCHANAN - HOUSE	$ ~~1995~~	$
X 6.	725 W CREIGHTON - HOUSE & GARAGE	$ ~~1995~~	$ 500
— 7.	2614 FOX - GARAGE	$ 495	$ —
8.	2336 GAY - HOUSE & GARAGE	$	$
9.	2910 GAY - HOUSE & GARAGE	$	$
10.	1158 HARMAR - HOUSE & GARAGE	$	$
11.	2015 HOLLY - HOUSE	$	$
12.	2320 JOHN - HOUSE & GARAGE	$	$
13.	2623 LILLIE - HOUSE	$	$
14.	427 MADISON - HOUSE & GARAGE	$	$
15.	312 E MASTERSON - HOUSE & GARAGE	$	$
X 16.	349 MELITA - HOUSE	$ 1895	$ 500
— 17.	1415 STOPHLET - GARAGE & DEBRIS	$ 995	$ —
X 18.	2815 TAYLOR - HOUSE	$ ~~1895~~	$ 500
19.	1025-27 EAST WAYNE - HOUSE	$	$
— 20.	1332 EAST WAYNE - GARAGE	$ 695	$
21.	~~212 W WILLIAMS - GARAGE~~	$	$
	TOTALS	$ 8760.00	$ 1500.00

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 9/21/89

1. Governmental Unit: _____
2. County: Allen Co.
3. Bidder (Firm): Sherk Construction
   Address: 2314 Shady Court
   City/State: Ft. Wayne Indiana 46807
4. Telephone Number: 745080 or 447102
5. Agent of Bidder (If applicable): Bob Sherk

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Bob Sherk
Signature of Bidder or Agent

BID OFFER OR PROPOSAL – Per list

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Sherk Construction
Bidder (Firm)
Bob Sherk
Signature of Bidder or Agent

Subscribed and sworn to before me this 21st day of September, 1989.

My Commission Expires: March 14, 1992

County of Residence: Allen

Doris E. Wims
Notary Public
DORIS E. WIMS
MY COMMISSION EXPIRES MARCH 14, 1992
RESIDENT OF ALLEN CO. #207713
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Read the first time in full and on motion by GiaQuinta, seconded by Bradbury, and duly adopted, read the second time by title and referred to the Committee on Zoning (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, ~~City-County~~ Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 10-10-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 10-24-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-160-89 on the 24th day of October, 19 89,

Sandra E. Kennedy
ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 19 89, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of October, 19 89, at the hour of 3:00 o'clock P.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

J-89-10-01

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1387 for demolitions within the City limits through Neighborhood Enforcement Code Division. The costs reflect the lowest and most responsible of five (5) vendors.

EFFECT OF PASSAGE: City Neighborhoods will benefit as a number of unsafe and unsightly structures will be eliminated.

EFFECT OF NON-PASSAGE: Structures have been affirmed in public hearing as unsafe and a public nuisance to the community.

MONIES INVOLVED:	Ron Lunz	$9,525.00
	Ness Exc.	$8,471.00
	Martin	$13,950.00
	Shirk	$4,480.00
PRICE AGREEMENT:		
PURCHASE ORDER:	Yes	
SOURCE OF FUNDING:	N E C D	175-008-UBF5-4415

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-89-10-01

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #1387 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and MARTIN ENTERPRISES, INC.: RICHARD NESS EXCAVATING & TRUCKING, INC.; RON LUNZ, INC.; AND SHIRK CONSTRUCTION for the Neighborhood Enforcement Code Division

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 10-24-89.

Sandra E. Kennedy
City Clerk